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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

11 N.L., a minor by and through his  
12 Guardian ad litem, and all others similarly  
situated,

13 Plaintiffs,

14 vs.

15 CHILDRENS HOSPITAL LOS  
16 ANGELES; CHILDRENS HOSPITAL  
MEDICAL GROUP

17 Defendants.  
18

Case No: 2:15-cv-07200-AB-FFM

**STIPULATED PROTECTIVE ORDER**

**DISCOVERY MATTER**

Courtroom 540  
Judge: Steve Kim

Complaint Filed: 9/11/15  
Discovery Cutoff: 1/13/2021  
Pretrial Conference: 5/28/2021  
Trial Date: 6/15/2021

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1 **1. PROTECTIVE ORDER**

2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential and/or  
4 private information for which special protection from public disclosure and from use for  
5 any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
6 Court enterS the following Protective Order. The parties acknowledge that this Order  
7 does not confer blanket protections on all disclosures or responses to discovery and that  
8 the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable legal  
10 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
13 will be applied when a party seeks permission from the court to file material under seal.

14 **B. GOOD CAUSE STATEMENT**

15 This action is likely to involve individually identifiable medical records and/or  
16 information for which special protection from public disclosure and from use for any  
17 purpose other than prosecution of this action is warranted. Such private records and/or  
18 information consist of, among other things, individually identifiable medical records  
19 and/or information, information otherwise generally unavailable to the public, or which  
20 may be privileged or otherwise protected from disclosure under state or federal statutes,  
21 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
22 information, to facilitate the prompt resolution of disputes over confidentiality of  
23 discovery materials, to adequately protect information the parties are entitled to keep  
24 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
25 material in preparation for and in the conduct of trial, to address their handling at the end  
26 of the litigation, and serve the ends of justice, a protective order for such information is  
27 justified in this matter. It is the intent of the parties that information will not be  
28 designated as confidential for tactical reasons and that nothing be so designated without

1 a good faith belief that it has been maintained in a confidential, non-public manner, and  
 2 there is good cause why it should not be part of the public record of this case.

## 3 **2. DEFINITIONS**

4 **2.1 Action:** *N.L. v. Childrens Hospital Los Angeles, et al.*, Case No. 2:15-cv-  
 5 07200-AB-FFM.

6 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation of  
 7 information or items under this Order.

8 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of how  
 9 it is generated, stored or maintained) or tangible things that qualify for  
 10 protection under Federal Rule of Civil Procedure 26(c), and as specified  
 11 above in the Good Cause Statement.

12 **2.4 Counsel:** Outside Counsel of Record and House Counsel (as well as their  
 13 support staff).

14 **2.5 Designating Party:** a Party or Non-Party that designates information or  
 15 items that it produces in disclosures or in responses to discovery as  
 16 “CONFIDENTIAL.”

17 **2.6 Disclosure or Discovery Material:** all items or information, regardless of  
 18 the medium or manner in which it is generated, stored, or maintained  
 19 (including, among other things, testimony, transcripts, and tangible things),  
 20 that are produced or generated in disclosures or responses to discovery in  
 21 this matter.

22 **2.7 Expert:** a person with specialized knowledge or experience in a matter  
 23 pertinent to the litigation who has been retained by a Party or its counsel to  
 24 serve as an expert witness or as a consultant in this Action.

25 **2.8 House Counsel:** attorneys who are employees of a party to this Action.  
 26 House Counsel does not include Outside Counsel of Record or any other  
 27 outside counsel.

28 **2.9 Non-Party:** any natural person, partnership, corporation, association, or  
 other legal entity not named as a Party to this action.

1       **2.10** Outside Counsel of Record: attorneys who are not employees of a party to  
 2       this Action but are retained to represent or advise a party to this Action and  
 3       have appeared in this Action on behalf of that party or are affiliated with a  
 4       law firm which has appeared on behalf of that party, and includes support  
 5       staff.

6       **2.11** Party: any party to this Action, including all of its officers, directors,  
 7       employees, consultants, retained experts, and Outside Counsel of Record  
 8       (and their support staffs).

9       **2.12** Producing Party: a Party or Non-Party that produces Disclosure or  
 10       Discovery Material in this Action.

11       **2.13** Professional Vendors: persons or entities that provide litigation support  
 12       services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 13       demonstrations, and organizing, storing, or retrieving data in any form or  
 14       medium) and their employees and subcontractors.

15       **2.14** Protected Material: any Disclosure or Discovery Material that is designated  
 16       as "CONFIDENTIAL."

17       **2.15** Receiving Party: a Party that receives Disclosure or Discovery Material  
 18       from a Producing Party.

### 19       **3. SCOPE**

20       The protections conferred by this Protective Order cover not only Protected  
 21       Material (as defined above), but also (1) any information copied or extracted from  
 22       Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
 23       Material; and (3) any testimony, conversations, or presentations by Parties or their  
 24       Counsel that might reveal Protected Material.

25       Any use of Protected Material at trial shall be governed by the orders of the trial  
 26       judge. This Order does not govern the use of Protected Material at trial.

27       ///

#### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 5. DESIGNATING PROTECTED MATERIAL

##### 5.1 Exercise of Restraint and Care in Designating Material for Protection

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

##### 5.2 Manner and Timing of Designations

Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material

1 that qualifies for protection under this Order must be clearly so designated before the  
2 material is disclosed or produced.

3 Designation in conformity with this Order requires:

4           **(a)** for information in documentary form (e.g., paper or electronic  
5 documents, but excluding transcripts of depositions or other pretrial or trial  
6 proceedings), that the Producing Party affix at a minimum, the legend  
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
8 protected material. If only a portion or portions of the material on a page qualifies for  
9 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
10 by making appropriate markings in the margins).

11           A Party or Non-Party that makes original documents available for inspection need  
12 not designate them for protection until after the inspecting Party has indicated which  
13 documents it would like copied and produced. During the inspection and before the  
14 designation, all of the material made available for inspection shall be deemed  
15 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
16 copied and produced, the Producing Party must determine which documents, or portions  
17 thereof, qualify for protection under this Order. Then, before producing the specified  
18 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
19 that contains Protected Material. If only a portion or portions of the material on a page  
20 qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).

22           **(b)** for testimony given in depositions that the Designating Party identify  
23 the Disclosure or Discovery Material on the record, before the close of the deposition all  
24 protected testimony.

25           **(c)** for information produced in some form other than documentary and  
26 for any other tangible items, that the Producing Party affix in a prominent place on the  
27 exterior of the container or containers in which the information is stored the legend  
28

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,  
2 the Producing Party, to the extent practicable, shall identify the protected portion(s).

### 3 **5.3 Inadvertent Failures to Designate**

4 If timely corrected, an inadvertent failure to designate qualified information or  
5 items does not, standing alone, waive the Designating Party’s right to secure protection  
6 under this Order for such material. Upon timely correction of a designation, the  
7 Receiving Party must make reasonable efforts to assure that the material is treated in  
8 accordance with the provisions of this Order.

## 9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

### 10 **6.1 Timing of Challenges**

11 Any Party or Non-Party may challenge a designation of confidentiality at any time  
12 that is consistent with the Court’s Scheduling Order.

### 13 **6.2 Meet and Confer**

14 The Challenging Party shall initiate the dispute resolution process under Local  
15 Rule 37.1 et seq.

16 **6.3** The burden of persuasion in any such challenge proceeding shall be on the  
17 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
18 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
19 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
20 the confidentiality designation, all parties shall continue to afford the material in  
21 question the level of protection to which it is entitled under the Producing Party’s  
22 designation until the Court rules on the challenge.

## 23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

### 24 **7.1 Basic Principles**

25 A Receiving Party may use Protected Material that is disclosed or produced by  
26 another Party or by a Non-Party in connection with this Action only for prosecuting,  
27 defending, or attempting to settle this Action. Such Protected Material may be disclosed  
28 only to the categories of persons and under the conditions described in this Order. When



1 the Action has been terminated, a Receiving Party must comply with the provisions of  
2 section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

## 6 **7.2 Disclosure of “CONFIDENTIAL” Information or Items**

7 Unless otherwise ordered by the court or permitted in writing by the Designating  
8 Party, a Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
12 disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
16 is reasonably necessary for this Action and who have signed the “Acknowledgment and  
17 Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
21 to whom disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not  
28 be permitted to keep any confidential information unless they sign the “Acknowledgment



1 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
 2 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
 3 depositions that reveal Protected Material may be separately bound by the court reporter  
 4 and may not be disclosed to anyone except as permitted under this Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel, mutually  
 6 agreed upon by any of the parties engaged in settlement discussions.

## 7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN** 8 **OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in other litigation that  
 10 compels disclosure of any information or items designated in this Action as  
 11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
 13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to  
 15 issue in the other litigation that some or all of the material covered by the subpoena or  
 16 order is subject to this Protective Order. Such notification shall include a copy of this  
 17 Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
 19 the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the  
 21 subpoena or court order shall not produce any information designated in this action as  
 22 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
 23 order issued, unless the Party has obtained the Designating Party’s permission. The  
 24 Designating Party shall bear the burden and expense of seeking protection in that court  
 25 of its confidential material and nothing in these provisions should be construed as  
 26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
 27 from another court.  
 28

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

**(a)** The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

**(b)** In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

**(1)** promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

**(2)** promptly provide the Non-Party with a copy of the Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

**(3)** make the information requested available for inspection by the Non-Party, if requested.

**(c)** If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

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**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

**12. MISCELLANEOUS**

**12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

**12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1        **12.3 Filing Protected Material.** A Party that seeks to file under seal any Protected  
 2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
 3 under seal pursuant to a court order authorizing the sealing of the specific Protected  
 4 Material at issue. If a Party's request to file Protected Material under seal is denied by  
 5 the court, then the Receiving Party may file the information in the public record unless  
 6 otherwise instructed by the court.

7        **13. FINAL DISPOSITION**

8        After the final disposition of this Action, as defined in paragraph 4, within 60 days  
 9 of a written request by the Designating Party, each Receiving Party must return all  
 10 Protected Material to the Producing Party or destroy such material. As used in this  
 11 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 12 summaries, and any other format reproducing or capturing any of the Protected Material.  
 13 Whether the Protected Material is returned or destroyed, the Receiving Party must  
 14 submit a written certification to the Producing Party (and, if not the same person or  
 15 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,  
 16 where appropriate) all the Protected Material that was returned or destroyed and (2)  
 17 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
 18 summaries or any other format reproducing or capturing any of the Protected Material.  
 19 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
 20 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 21 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
 22 consultant and expert work product, even if such materials contain Protected Material.  
 23 Any such archival copies that contain or constitute Protected Material remain subject to  
 24 this Protective Order as set forth in Section 4 (DURATION).

25        **14.** Any violation of this Order may be punished by any and all appropriate measures  
 26 including, without limitation, contempt proceedings and/or monetary sanctions.

27        ///

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**


2  
3 Dated: August 21, 2020

THE LAW OFFICES OF SHAWN A. McMILLAN, APC

4 /s/ Stephen D. Daner  
5 Shawn A. McMillan, Esq.  
6 Stephen D. Daner, Esq.  
7 Adrian M. Paris, Esq.  
8 Attorneys for Plaintiff N.L.

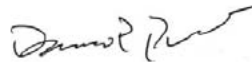
9  
10 Dated: August 21, 2020

Kjar, McKenna & Stockalper, LLP

11   
12 Robert L. McKenna, Esq.  
13 Erica A. Levitt, Esq.  
14 Alexandra C. Martino, Esq.  
15 Attorney for Defendant Children's Hospital Medical  
16 Group

17  
18 Dated: August 21, 2020

CARROLL, KELLY, TROTTER & FRANZEN

19 

20 David Pruett, Esq.  
21 Attorney for Defendant Children's Hospital Los Angeles  
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1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3 DATED: 8/24/2020

A handwritten signature in blue ink, appearing to read "Steve Kim", is written over a horizontal line.

4 Hon. Steve Kim  
5 United States Magistrate Judge  
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**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its entirety  
 and understand the Protective Order that was issued by the United States District Court  
 for the Central District of California on [date] in the case of *N.L. v. Childrens Hospital*  
*Los Angeles, et al.*, Case No. 2:15-cv-07200-AB-FFM. I agree to comply with and to be  
 bound by all the terms of this Protective Order and I understand and acknowledge that  
 failure to so comply could expose me to sanctions and punishment in the nature of  
 contempt. I solemnly promise that I will not disclose in any manner any information or  
 item that is subject to this Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this Protective  
 Order, even if such enforcement proceedings occur after termination of this action. I  
 hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address and telephone number] as my  
 California agent for service of process in connection with this action or any proceedings  
 related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_